

Mayor
Christy Clark

Mayor Pro Tem
Jennifer Hunt

Commissioners
Scott Coronet
Edwin Quarles
LaToya Rivers
Heather Smallwood
Nick Walsh



Town Manager
Anthony Roberts

Deputy Town Manager
Jackie Huffman

Assistant Town Manager
Bobby Williams

Town Attorney
Emily Sloop

Town Clerk
Janet Pierson

AGENDA

Regular Town Board Meeting
September 15, 2026 - 6:00 PM
TOWN HALL (14704 N Old Statesville Road)

Meeting available via YouTube [@townofhuntersvillenc28078](https://www.youtube.com/watch?v=@townofhuntersvillenc28078)

- 1. Pre-meeting - None**
- 2. Call to Order**
- 3. Moment of Silence**
- 4. Pledge of Allegiance**
- 5. Announcements and Presentations**
 - 5.A. Town Announcements (*Ethan Smith*)
 - 5.B. Mecklenburg County HOMES Program. (*Shakirah Francis*)
 - 5.C. Update from the Greenway, Trail, and Bikeway Committee. (*Randy Suggs, Tracy Houk*)
 - 5.D. Proclamation for Constitution Week. (*Mayor Clark*)
 - 5.E. Proclamation for Public Power Week. (*Mayor Clark*)
 - 5.F. Proclamation - Dolly Parton Day. (*Mayor Clark*)
- 6. Public Comments**
- 7. Agenda Changes**

8. Adoption of Agenda

9. Consent Agenda

9.A. Approve Electric Fund write-offs for Fiscal Year 2023. *(Pattie McGinnis)*

9.B. Appropriate Contributed Capital for Townley Connector. *(Pattie McGinnis)*

9.C. Adopt Resolution to acquire easements necessary for underground feeder line installation. *(Emily Sloop)*

9.D. Adopt Resolution to acquire 0.693 acres at 107 N Maxwell Street for proposed Downtown Parking Deck. *(Emily Sloop)*

10. Public Hearings - None

11. Other Business

11.A. Consider approving purchase agreement to purchase 0.963 acres located at 14725 N Old Statesville Road. *(Anthony Roberts)*

11.B. Consider adopting Electric Assisted Bicycle (E-Bike) Ordinance. *(Emily Sloop)*

12. Closing Comments

13. Adjourn

General Meeting Information

Town Board:

The Town of Huntersville Mayor and Board of Commissioners are elected for two-year terms. Huntersville operates under the council-manager form of government, which establishes the Town's policies that are carried out by the Town Manager and staff. For more information, visit www.huntersville.org.

Meeting Time, Place and Agenda:

All meetings of the Board are open to the public and the public is invited and encouraged to attend. The Board meets in the Town Hall at 6:00 p.m. on the first and third Tuesday of each month (unless otherwise posted). Agendas are published Thursdays before the meeting on our website. The Board reserves the right to deviate from the agenda.

Public Comment and Public Hearing Policy:

Persons desiring to address the Board during the public comment period or a public hearing shall sign up via the speaker sign-up sheet no later than five (5) minutes prior to the designated meeting start time. Once the meeting has begun, a person may not sign up to speak. Persons who have signed up to speak shall be allowed to speak for up to three (3) minutes. The Mayor shall have the discretion to shorten the allotted speaking time depending on the number persons registered to speak and in consideration of the length of the agenda. *(Public Comment and Public Hearing Policy - Amended March 3, 2026)*

Special Accommodations:

Please contact the Town Clerk, 72 hours prior to the meeting, for special accommodations to attend this meeting and/or if this information is needed in an alternative format. Janet Pierson can be reached at clerk@huntersville.org or 704-875-6541.



A Proclamation for Constitution Week

WHEREAS, September 17, 2023 marks the two hundred and thirty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to read, study, and preach the greatest document of human liberty and to protect the freedoms set forth in the Bill of Rights; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim September 17 through 23, 2023 as "**CONSTITUTION WEEK**" in Huntersville, North Carolina and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 8th of September, 2026.

Christy Clark, Mayor



A PROCLAMATION FOR PUBLIC POWER WEEK

WHEREAS, we, the citizens of Huntersville, place a high value on local choice over community services and therefore have chosen to operate a community-owned, not-for-profit electric utility and, as customers and owners of our electric utility, have a direct say in utility operations and policies; and

WHEREAS, Huntersville Electric provides our homes, businesses, schools, and social service and local government agencies with reliable, efficient, and safe electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates; and

WHEREAS, Huntersville Electric is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and

WHEREAS, Huntersville Electric is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment.

NOW, THEREFORE, I, Christy Clark, Mayor of Huntersville, do hereby proclaim October 4 - 10 as **"PUBLIC POWER WEEK"** in Huntersville, North Carolina.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 15th day of September, 2026.

Christy Clark, Mayor



**PROCLAMATION
DOLLY PARTON DAY**

WHEREAS, Dolly Parton is an iconic singer, songwriter, actor, and philanthropist whose talent, warmth, and enduring spirit have brought joy to millions of people worldwide; and

WHEREAS, beyond her legendary musical career, Dolly Parton has dedicated her life to helping others, most notably through the founding of the Imagination Library, which has gifted over 200 million free books to children, inspiring a love of reading and lifelong learning in communities across the globe, including right here in North Carolina; and

WHEREAS, her extraordinary generosity, humility, and steadfast commitment to uplifting families, promoting literacy, and supporting disaster relief embody the true spirit of community and service; and

WHEREAS, the Town of Huntersville proudly joins fans and admirers everywhere in celebrating her remarkable contributions to music, culture, and humanitarianism; and

WHEREAS, the Huntersville Town Board urges all residents to celebrate Dolly Parton's legacy by sharing kindness, supporting childhood literacy, and enjoying the timeless music of an American treasure.

NOW, THEREFORE, I, Christy Clark, Mayor of the Town of Huntersville, North Carolina, do hereby proclaim September 25, 2026, as "DOLLY PARTON DAY" in Huntersville, NC.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 15th day of September, 2026.

Christy Clark, Mayor



Request for Board Action

September 15, 2026

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Electric Fund Write-Offs

Explain Request:

Town staff and Huntersville Electric have cooperatively worked at collecting final electric accounts to accurately reflect the amount customers owe the Town.

As we did in FY 25, Staff recommends that annually the Board approve the write-offs of amounts that have proven uncollectible for more than three years. While this will not stop our collection efforts (these amounts will remain with our collection agency, and we will continue to seek collection through debt set off program for accounts over \$50), our financial statements will no longer report the amounts as likely collectible.

Staff is recommending the Board approve write-offs for FY2023 totaling \$28,837.81. In total, this represents 0.11% of the total 2023 Electric revenue and 210 customers.

Action Recommended: Approve Item

Alternative Action:

None

Financial Implications:

Loss of revenue collected from final accounts.

Attachments:

None



Request for Board Action

September 15, 2026

To: The Honorable Mayor and Board of Commissioners

From: Pattie McGinnis, Finance Director

Subject: Appropriate Contributed Capital for Townley Connector

Explain Request:

Appropriate \$500,000 to Contributed Capital (103833.9999.26001) for the developer portion of the Townley Connector project and appropriate \$500,000 to the Engineering account (105400.0590.26001). The Town has a contract with the developer to reimburse the Town up to \$500,000 for expenses related to the project.

Action Recommended: Approve Item

Alternative Action:

None

Financial Implications:

No impact to fund balance; offsetting revenue and expense.

Attachments:

None



Request for Board Action

September 15, 2026

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Underground Feeder Line Installation Easements

Explain Request:

Adopt Resolution to Acquire Easements Necessary for Underground Feeder Line Installation.

Action Recommended: Approve Item

Alternative Action:

None

Financial Implications:

Compensation of Property Owner, Financing Legal Proceedings

Attachments:

1. Huntersville Crossing Real Estate LLC Resolution Condemn 4 Easements



**RESOLUTION OF THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS TO ACQUIRE
EASEMENTS NECESSARY FOR THE INSTALLATION, OPERATION, AND
MAINTENANCE OF ELECTRIC LINES**

WHEREAS, the Town of Huntersville (the “Town”) has determined that the acquisition of easements is necessary for the installation, operation, and maintenance of electric lines (the “Project”); and

WHEREAS, the statutory powers of the Town include the power to acquire real property (N.C.G.S. §160A-11 and §160A-240.1), including the power of eminent domain (N.C.G.S. Chapter 40); and

WHEREAS, the Town has certified that the easements (“the Easements”), represented on Exhibit A, are needed for the Project; and

WHEREAS, the Town could not acquire the property by negotiations.

***NOW THEREFORE, BE IT RESOLVED BY THE TOWN OF HUNTERSVILLE BOARD OF
COMMISSIONERS (the “Town Board”) AS FOLLOWS:***

1. The Town Board approves and authorizes the acquisition of the necessary Easements as described on Exhibit A by instituting and pursuing acquisition by the process of Eminent Domain according to the procedures contained in Chapter 40A, including but not limited to, giving notice of intent to the property owner, executing and filing a complaint and declaration of taking, and depositing the amount estimated to be just compensation with the Clerk of Superior Court of Mecklenburg County; and
2. The Town Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to carry out the provisions of this Resolution; and
3. This Resolution shall be effective as of the date its adoption.

Adopted this _____ day of September, 2026

TOWN OF HUNTERSVILLE

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

EXHIBIT A - EASEMENT INDEX

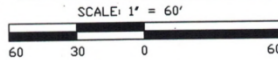
EASEMENT #	PROPERTY OWNER NAME/ ADDRESS OF PARCEL AFFECTED	DESCRIPTION	COMPENSATION
1	Huntersville Crossing Real Estate LLC Parcel: 12925 Huntersville Crossing Drive Huntersville, NC 28078	A 20' Permanent Utility Easement across Parcel #009-111-34 containing .131 acres for a perpetual easement for the installation, operation and maintenance of electric lines and associated facilities as shown on the attached plat entitled " EXHIBIT A - 1 ", dated November 12, 2025, prepared by Professional Property Surveyors, Inc.	\$15,196
2	Huntersville Crossing Real Estate LLC Parcel: 16711 Old Statesville Road Huntersville, NC 28078	A 10' Permanent Utility Easement across Parcel #009-111-09 containing .006 acres for a perpetual easement for the installation, operation and maintenance of electric lines and associated facilities as shown on the attached plat entitled " EXHIBIT A - 2 ", dated November 12, 2025, prepared by Professional Property Surveyors, Inc.	\$17,144 (for both easements 2 and 3)
3	Huntersville Crossing Real Estate LLC Parcel: 16711 Old Statesville Road Huntersville, NC 28078	A 10' Permanent Utility Easement across Parcel #009-111-09 containing .057 acres for a perpetual easement for the installation, operation and maintenance of electric lines and associated facilities as shown on the attached plat entitled " EXHIBIT A - 2 ", dated November 12, 2025, prepared by Professional Property Surveyors, Inc.	See above
4	Huntersville Crossing Real Estate LLC Parcel: 16619 Old Statesville Road Huntersville, NC 28078	A 10' Permanent Utility Easement across Parcel #009-111-07 containing .134 acres for a perpetual easement for the installation, operation and maintenance of electric lines and associated facilities as shown on the attached plat entitled " EXHIBIT A - 3 ", dated December 4, 2025, prepared by Professional Property Surveyors, Inc.	\$38,592
		Total Compensation:	\$71,932

DRAWN BY: BKE	REVISIONS
DATE: 11/12/25	
JOB NO. 111225-01X	
SCALE: 1"= 60'	PAGE 1 OF 1

NOTE:

- 1) TOTAL AREA (PER RECORDED MAP) 43,893 SQ.FT.
 2) PERMANENT UTILITY EASEMENT 2,737 SQ.FT.
 3) TOTAL AREA REMAINING 43,893 SQ.FT.

EXHIBIT A - 2



POC
 NCGS "COULTER"
 NAD 83 (2011)
 N=627,115.08ft.
 E=1,451,150.96ft.

VICINITY MAP
NOT TO SCALE

NORTH PER NC NAD83(2011)

LINE	BEARING	DISTANCE
L1	S 02°38'04" E	14.32'
L2	S 01°32'13" W	17.03'
L3	S 34°25'58" E	35.83'
L4	N 84°56'42" E	11.48'
L5	N 84°56'42" E	8.66'
L6	N 84°56'42" E	10.01'
L7	S 08°02'29" E	21.96'
L8	S 05°16'24" W	10.55'
L9	S 86°34'14" W	10.12'
L10	S 05°16'24" W	11.31'
L11	S 08°02'29" E	22.10'
L12	S 86°34'14" W	43.21'

009-111-10
 N/F THE KATZ FAMILY TRUST,
 JERRY KATZ, CARYN KATZ,
 MARC KATZ & LISA DEMATTIA
 16715 OLD STATESVILLE RD.
 HUNTERSVILLE, N.C. 28078
 DB 31829, PG 132
 MB 46, PG 919
 (LOT 4)

009-111-09
 HUNTERSVILLE CROSSING
 REAL ESTATE LLC
 16711 OLD STATESVILLE RD.
 HUNTERSVILLE, N.C. 28078
 DB 18217, PG 53
 DB 20845, PG 87
 MB 46, PG 919
 (LOT 5)

009-111-19
 N/F MECKLENBURG COUNTY
 16131 OLD STATESVILLE RD.
 HUNTERSVILLE, N.C. 28078
 DB 4680, PG 656

009-111-07
 N/F HUNTERSVILLE
 CROSSING REAL ESTATE LLC
 16619 OLD STATESVILLE RD.
 HUNTERSVILLE, N.C. 28078
 DB 18217, PG 56
 DB 19101, PG 476
 DB 20845, PG 87
 MB 46, PG 919
 (LOT 6)

NOTES

1. AREA BY COORDINATE COMPUTATION.
2. ALL DISTANCES ARE HORIZONTAL GROUND, IN US SURVEY FEET.
3. SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, STREETS AND ASSESSMENTS, AS THE SAME MAY APPEAR OF RECORD IN THE REGISTER OF DEEDS OFFICE, CLERK OF COURT, TOWN OR COUNTY TAX OFFICES, OR WHICH MAY HAVE BEEN ACQUIRED BY PRESCRIPTIVE USE.
4. THIS SURVEY IS INTENDED FOR THE PURPOSES OF EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE LANDS SHOWN HEREON.
5. NC GRID COORDINATES AS SHOWN HEREON ARE BASED UPON GPS OBSERVATIONS UTILIZING NCGS NETWORK RTK SYSTEM AND ARE REFERENCED TO THE NAD 83(NRSR 2011) DATUM.
6. **THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.**
7. THIS SURVEY WAS MADE WITHOUT BENEFIT OF TITLE REPORT OR OPINION AND DOES NOT PURPORT TO SHOW ALL MATTERS OF TITLE THAT A COMPLETE TITLE REPORT MAY REVEAL.

CERTIFICATION

I, BRIAN K. EVERSOLE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK SEE, PAGE MAP); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE, PAGE MAP; THAT THE RATIO OF PRECISION IS GREATER THAN 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA 12 N.C.A.C. 56.1600; PURSUANT TO G.S. 47-30 (E11.1)(C14) THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3; AND MEETS THE ATTACHMENT RULES OF G.S. 47-30 (M1); THE PURPOSE OF THIS EXHIBIT IS FOR RIGHT OF WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

THIS 26th DAY OF MARCH 2026.

Brian K. Eversole
 BRIAN K. EVERSOLE, N.C. PLS-4674



LEGEND

- COMPUTED POINT
- PROPERTY CORNER FOUND (AS DESCRIBED)
- NCGS MONUMENT FOUND
- POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- R/W RIGHT OF WAY
- SUBJECT PARCEL
- UTILITY EASEMENT LINE
- STREET RIGHT OF WAY
- ADJACENT PARCEL
- EXIST. STORM DRAIN EASEMENT (SDE)
- 10' PERMANENT UTILITY EASEMENT

EXHIBIT FOR
 TOWN OF HUNTERSVILLE
 NORTH CAROLINA
 ACROSS THE LANDS OF
 HUNTERSVILLE CROSSING
 REAL ESTATE LLC
 16711 OLD STATESVILLE ROAD
 HUNTERSVILLE, N.C. 28078
 MECKLENBURG COUNTY
 DEED BOOK 18217, PAGE 53
 DEED BOOK 20845, PAGE 87
 MAP BOOK 46, PAGE 919
 LOT 5



Professional
 Property
 Surveyors, Inc.
 18335 Old Statesville Road
 Ste. A, Cornelius, N.C. 28031
 704-765-5134 Phone/Fax
 Firm License: C-3666

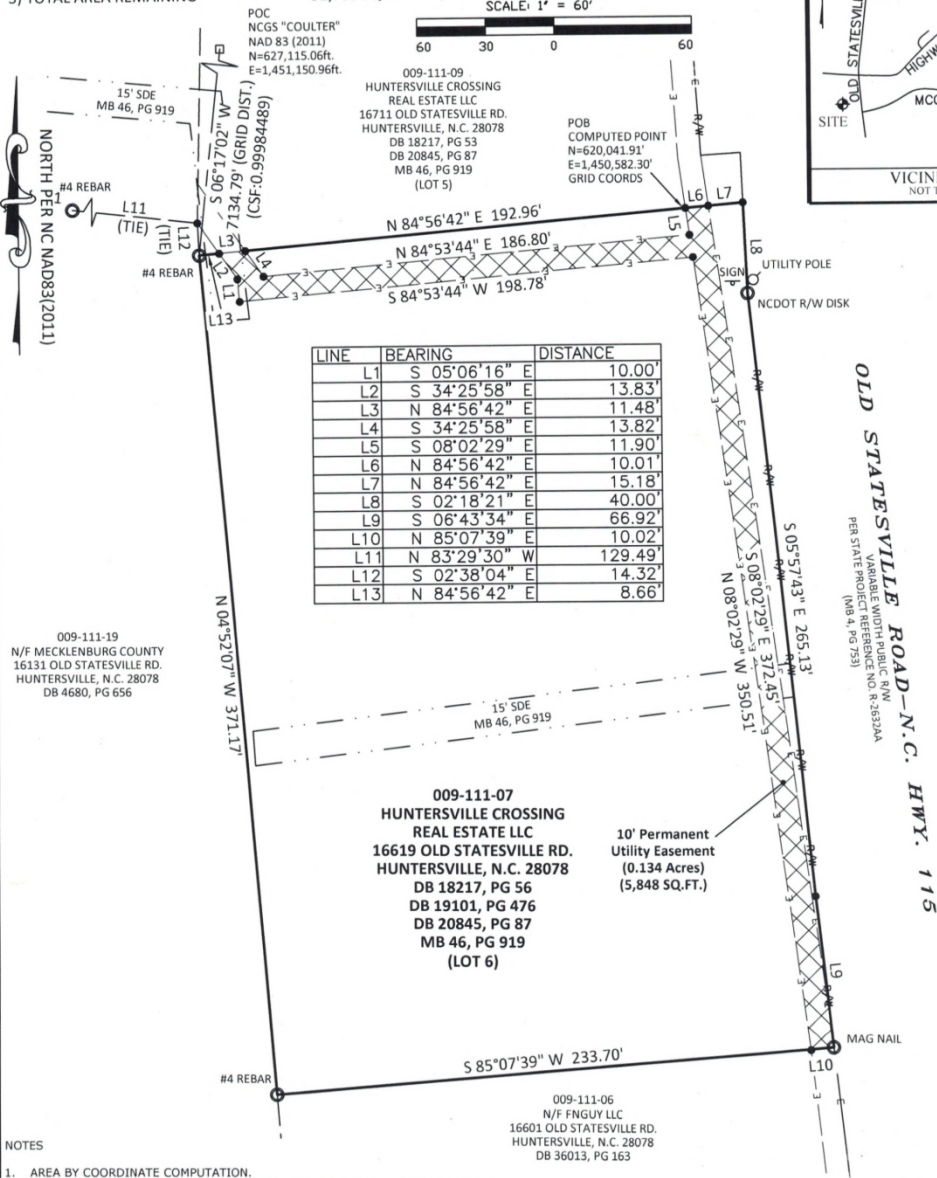
DRAWN BY: BKE	REVISIONS
DATE: 11/12/25	
JOB NO. 111225-01X	
SCALE: 1"= 60'	PAGE 1 OF 1

NOTE:

- 1) TOTAL AREA (PER RECORDED MAP) 92,788 SQ.FT.
 2) PERMANENT UTILITY EASEMENT 5,848 SQ.FT.
 3) TOTAL AREA REMAINING 92,788 SQ.FT.

EXHIBIT A - 3

SCALE: 1" = 60'



NOTES

- AREA BY COORDINATE COMPUTATION.
- ALL DISTANCES ARE HORIZONTAL GROUND, IN US SURVEY FEET.
- SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, STREETS AND ASSESSMENTS, AS THE SAME MAY APPEAR OF RECORD IN THE REGISTER OF DEEDS OFFICE, CLERK OF COURT, TOWN OR COUNTY TAX OFFICES, OR WHICH MAY HAVE BEEN ACQUIRED BY PRESCRIPTIVE USE.
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- THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.**
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THIS 26th DAY OF MARCH 2026.

Brian K. Eversole
 BRIAN K. EVERSOLE, N.C. PLS-4674



LEGEND

- COMPUTED POINT
- PROPERTY CORNER FOUND (AS DESCRIBED)
- NCGS MONUMENT FOUND
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- R/W RIGHT OF WAY
- SUBJECT PARCEL
- E UTILITY EASEMENT LINE
- R/W STREET RIGHT OF WAY
- ADJACENT PARCEL
- EXIST. STORM DRAIN EASEMENT (SDE)
- 10' PERMANENT UTILITY EASEMENT

EXHIBIT FOR
 TOWN OF HUNTERVILLE
 NORTH CAROLINA
 ACROSS THE LANDS OF
 HUNTERVILLE CROSSING
 REAL ESTATE LLC
 16619 OLD STATESVILLE ROAD
 HUNTERVILLE, N.C. 28078
 MECKLENBURG COUNTY
 DEED BOOK 18217, PAGE 56
 DEED BOOK 19101, PAGE 476
 DEED BOOK 20845, PAGE 87
 MAP BOOK 46, PAGE 919
 LOT 6

Professional
 Property
 Surveyors, Inc.
 18335 Old Statesville Road
 Ste. A, Cornelius, N.C. 28031
 704-765-5134 Phone/Fax
 Firm License: C-3666

DRAWN BY: BKE REVISIONS
 DATE: 12/04/25
 JOB NO. 111225-01X

SCALE: 1" = 60'

PAGE 1 OF 1



Request for Board Action

September 15, 2026

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Property for Downtown Parking Deck

Explain Request:

Adopt Resolution to acquire 0.693 Acres known as 107 N Maxwell Street for construction of a Downtown Parking Deck

Action Recommended: Approve Item

Alternative Action:

None

Financial Implications:

Compensation of Owner, Financing Legal Proceedings

Attachments:

1. Lee Resolution Condemn 107 N Maxwell St



**RESOLUTION OF THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS TO ACQUIRE
PROPERTY NECESSARY FOR THE CONSTRUCTION OF PARKING DECK**

WHEREAS, the Town of Huntersville (the “Town”) desires to construct a parking deck to serve the Town Hall, Veterans Park, Town Center, future Downtown development and the Downtown area as a whole (hereinafter, the “Project”); and

WHEREAS, the Town has determined that the acquisition of property is necessary for the construction of the Project; and

WHEREAS, the Town has certified that the parcel known as 107 N. Maxwell Street, Huntersville, NC, 28078, (“the Property”), described on Exhibit A, is needed for the Project; and

WHEREAS, the Town could not acquire the property by negotiations.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS, (the “Town Board”) AS FOLLOWS:

1. The Town Board approves and authorizes the acquisition of the necessary Property as described on Exhibit A by instituting and pursuing acquisition by the process of Eminent Domain according to the procedures contained in Chapter 40A, including but not limited to, giving notice of intent to the property owner, executing and filing a complaint and declaration of taking, and depositing the amount estimated to be just compensation with the Clerk of Superior Court of Mecklenburg County; and
2. The Town Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to carry out the provisions of this Resolution; and
3. This Resolution shall be effective as of the date its adoption.

Adopted this _____ day of September, 2026.

TOWN OF HUNTERSVILLE

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

EXHIBIT A

PARCEL	PARCEL ID #	PROPERTY OWNER NAME
1	019-031-19	Ernie J. Lee and wife, Roberta S. Lee

Legal Description

BEING all of Lot 2 of the Fannie C. Henderson estate property as shown on a map recorded in Map Book 332 at Page 472 of the Mecklenburg County Public Registry, EXCEPT so much thereof as was heretofore conveyed by a deed to the Town of Huntersville recorded in Book 1521 at page 537 of the Mecklenburg County Registry (and by a correction deed of the same property recorded in Book 1713 at Page 90 of the Mecklenburg County Registry), and said remaining tract being described by metes and bounds as follows:

BEGINNING at a point on the Southerly line of the aforesaid Lot No. 2 as shown on a map recorded in Map Book 332 at Page 472 of the Mecklenburg County Registry, which point is also the Southeast corner of that property heretofore conveyed to the Town of Huntersville by a deed recorded in Book 1521 at Page 537 of the Mecklenburg County Registry, thence with the common line of Lot No. 1 of the Fannie C. Henderson estate property in an Easterly direction 225 feet to a point in a street known as Maxwell Street, being also the common Northeast corner of the aforesaid Lot No. 1 of the Fannie C. Henderson estate property as shown on the aforesaid map; thence North 12-00 West 150 feet to an iron, the Southeast corner of Lot 3 of the Fannie C. Henderson estate property as recorded on the aforesaid map; thence with the Southerly line of Lot 3 in a Westerly direction 207.5 feet to a point, which is also the Northeast corner of the aforesaid property conveyed to the Town of Huntersville recorded in Book 1521 at Page 537 of the Mecklenburg County Registry, thence with said line of the Town of Huntersville property (now or formerly) South 5-16 East 150 feet to the point of BEGINNING.

EXHIBIT A - continued
(as depicted on county tax map)





Request for Board Action

September 15, 2026

To: The Honorable Mayor and Board of Commissioners

From: Anthony Roberts, Town Manager

Subject: Purchase Agreement - 14725 N Old Statesville Rd

Explain Request:

Consider approving purchase agreement to purchase 0.963 acres located at 14725 N Old Statesville Road.

Action Recommended:

Alternative Action:

None

Financial Implications:

Attachments:

1. Final Capital Plan Advisors LLC Purchase Sale Agmt - 14725 N Old Statesville

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between Capital Plan Advisors, LLC, a North Carolina limited liability company, ("Seller"), and the **Town of Huntersville, North Carolina**, a North Carolina **municipality** ("Buyer").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

- (a) **"Property": 14725 N Old Statesville Road, Huntersville, NC 28078 consisting of approximately a total of .963 acres**, consisting of all of the following tax parcels: **PID 01712217**; as generally shown on Exhibit A, attached hereto and incorporated herewith by reference, together with all buildings and improvements thereon and all fixtures and appurtenances thereto.
- (b)

\$840,000.00 (b) **"Purchase Price"** shall mean the sum of **Eight Hundred Forty Thousand Dollars**,
payable on the following terms:

\$0.00 (i) **"Earnest Money"** shall mean **Zero** Dollars

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with: NA

☐ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)**

☐ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is:)**

☐ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

N/A (ii) **Proceeds of a new loan** in the amount of _____ Dollars for a term of _____ years, with an amortization period not to exceed _____ years, at an interest rate not to exceed _____ % per annum with mortgage loan discount points not to exceed _____ % of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

N/A (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note**

and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

N/A (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$_____ and evidenced by a note bearing interest at the rate of _____ percent (_____%) per annum, and a current payment amount of \$_____.

\$840,000.00 (v) **Cash**, balance of Purchase Price, at Closing in the amount of **Eight Hundred Forty Thousand** Dollars.

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before **120 days from the Contract Date**.

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller, such execution to occur after approval of the Agreement by the Town of Huntersville Board of Commissioners.

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on the date that is **90 days after the Contract Date. TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.**

(g) **"Broker(s)"** shall mean:
N/A _____ ("Listing Agency"),
_____ ("Listing Agent" – License # _____)

Acting as: ☐ Seller's Agent; ☐ Dual Agent

And _____ ("Selling Agency"),
_____ ("Selling Agent" - License # _____)

Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub)Agent; ☐ Dual Agent

(h) **"Seller's Notice Address"** shall be as follows:

9604 Bamburgh Lane
Huntersville NC 28078

e-mail address: jameslowry2498@gmail.com fax number: _____

except as same may be changed pursuant to Section 12.

(i) **"Buyer's Notice Address"** shall be as follows:

Anthony Roberts, Town Manager
P.O. Box 664
Huntersville, NC 28078

e-mail address: aroberts@huntersville.org fax number: _____

except as same may be changed pursuant to Section 12.

[X] (j) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (**Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.**)

☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following: [none].

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following: [none].

Each party shall pay its own attorneys fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** [intentionally deleted]

(b) **Qualification for Assumption:** [intentionally deleted]

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair

any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON, OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event that Seller accepts a third-party offer to purchase the Property, resulting from the "Negotiated Offer, Advertisement and Upset Bid" Process contemplated by N.C.G.S. 160A-269, then the Earnest Money shall be immediately refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(e) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed unless and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to

the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws

(a)**Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any): NONE.

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b)**Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c)**Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

☐ **EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

Date: _____

Date: _____

Buyer: **Town of Huntersville**

Seller: **Capital Plan Advisors, LLC**

By: _____
Anthony Roberts, Town Manager

By: _____
James P. Lowry, President

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Escrow Agent)

Date: _____ By: _____

Escrow Agent's contact/notice information is as follows:

e-mail address: fax number:

except as same may be changed pursuant to Section 12.

EXHIBIT A

BEING a part of the Estate known as the Fannie C. Henderson property situated in Huntersville Township, Mecklenburg County, North Carolina, as recorded in Map Book 332, at Page 472 in the Office of the Register of Deeds for Mecklenburg County, North Carolina.

FIRST TRACT: Being all of Tract #16 as shown in the above said Map Book 332, Page 472, and BEGINNING at the easterly corner of Lot 15 as shown on said map and from the center of the Charlotte-Statesville Highway and running thence with the line of Lots 15 and 16 in a westerly direction 325 feet to a large elm; thence in a southerly direction to the corner of Lots 16 and 17 as shown on said map 58 feet; thence in an easterly direction 275 feet to the center of said Charlotte-Statesville Highway, the same being the corner of Lots 16 and 17; thence in a northerly direction and with the center of the said Charlotte-Statesville Highway 50 feet to the point of BEGINNING, containing all of Lot 16 as shown on said map and as allotted to Irene Smith in that ex-parte proceeding entitled "W. O. Henderson, et al."

SECOND TRACT: BEGINNING in the center of the Charlotte-Statesville Highway, the same being the corner of Lots 15 and 16 as shown on Map Book 332, at Page 472 and running thence in a westerly direction along the line of Lots 15 and 16, 325 feet to a large elm; thence in a northerly direction 35 feet, more or less; thence in an easterly direction 325 feet, more or less, to the center of said Charlotte-Statesville Highway; thence in a southerly direction 25 feet with the center of said Charlotte-Statesville Highway 25 feet to the point of BEGINNING, containing all of Lot 15 as shown on said map and as allotted to Irene Smith in that ex parte proceeding entitled "W. O. Henderson, et al." except that portion of said Lot 15 conveyed by J. W. Auten, Jr. and wife, Bessie Lee Auten, to Foy M. Wagstaff and wife, Sarah Dwyer Wagstaff, on the 22nd day of June 1940, and recorded in Book 1010, Page 347 and being all of the southerly portion of said lot which was not conveyed to Foy M. Wagstaff and wife, Sarah Dwyer Wagstaff.

THIRD TRACT: BEGINNING at a stake or point in the center of U.S. Highway #21 on the corner of Lot #19; thence westwardly with the line of said Lot #19, 169 feet to a stake; thence northwardly 70 feet to a stake; thence eastwardly parallel with the first line hereof 222 feet to a stake or point in the center of the aforesaid highway; thence southwardly with the center of said highway 50 feet to the BEGINNING.

FOURTH TRACT: BEGINNING at a point in the center of U.S. Highway #21 on one of the corners of the above-described lots; thence westwardly with the north line of Lot 18, 222 feet to a stake; thence northwestwardly 70 feet to a stake; thence eastwardly parallel with the first line hereof 275 feet to a point in the center of the aforesaid highway; thence southwardly with the center thereof 50 feet to the BEGINNING corner.

Exhibit B

- 1) Any items not removed from the property at Closing shall be considered abandoned and may be removed or destroyed by the Buyer.



Request for Board Action

September 15, 2026

To: The Honorable Mayor and Board of Commissioners

From: Emily Sloop, Town Attorney

Subject: Electric Assisted Bicycle Ordinance

Explain Request:

N.C. Session Law 2026-46 (HB 1094) provided municipalities with the authority to regulate electric assisted bicycles ("e-bikes") pursuant to N.C.G.S. 160A-300.2.

The proposed ordinance restricts the classes of e-bikes that may be operated on town roads, streets, highways, sidewalks, and multi-use paths and requires riders under the age of 18 to wear a helmet.

Action Recommended: Adopt Item

Alternative Action:

None

Financial Implications:

Attachments:

None



AN ORDINANCE TO AMEND THE TOWN OF HUNTERSVILLE

CODE OF ORDINANCES

Ordinance No. O-2026-14

Section 1. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Chapter 74, Use of Electric Assisted Bicycles, is hereby added to Title VII of the Town of Huntersville Code of Ordinances as follows:

Chapter 74 Use of Electric Assisted Bicycles

Section 2. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Section 74.01 of the Town of Huntersville Code of Ordinances, Definitions, is hereby added as follows:

Section 74.01 Definitions

As used in this chapter, the following definitions shall apply.

- A. **Electric assisted bicycle (also known as “e-bikes”)**- A bicycle with two or three wheels that is equipped with a seat or saddle for use by the rider, fully operable pedals for human propulsion, and an electric motor of no more than 750 watts that meets the requirements of one of the following three classes:
 - 1. Class 1 electric assisted bicycle. – A bicycle equipped with a motor that provides assistance only when the rider is pedaling and ceases to assist once the bicycle reaches a speed of 20 miles per hour.
 - 2. Class 2 electric assisted bicycle. – A bicycle equipped with a motor that may propel the bicycle without pedaling but ceases to assist once the bicycle reaches a speed of 20 miles per hour.
 - 3. Class 3 electric assisted bicycle. – A bicycle equipped with a motor that provides assistance only when the rider is pedaling and ceases to assist once the bicycle reaches a speed of 28 miles per hour.
- B. **Multiuse paths**- Are often referred to as greenways or shared-use paths, which are physically separated from motor vehicle traffic and used by pedestrians, bicyclists (including electric assisted bicyclists), skaters, wheelchair users, and other non-motorized users for transportation and recreational uses. Multiuse paths are typically ten (10) to twelve (12) feet wide, which allows for bicycle and pedestrian travel in both directions.
- C. **Sidewalks**- Are paved walkways along a roadway that are intended for pedestrian use. Sidewalks are typically five (5) to seven (7) feet wide, but can be wider in downtown areas or dense commercial settings to accommodate higher pedestrian volumes. The widths are designed to accommodate two-way pedestrian travel.
- D. **Emergency responders**- Law enforcement officers, firefighters, emergency medical services (EMS) providers, search and rescue personnel, and other public safety personnel.

Section 3. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Section 74.02 of the Town of Huntersville Code of Ordinances, Application, is hereby added as follows:

Section 74.02 Application

- A. The provisions of this chapter shall apply to all persons operating an electric assisted bicycle on any sidewalk or multiuse path within the municipal limits of the Town of Huntersville.
- B. This chapter does not apply to the operation of electric assisted bicycles by emergency responders in the course and scope of their official duties.

Section 4. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Section 74.03, of the Town of Huntersville Code of Ordinances, Speed Limit, is hereby added as follows:

Section 74.03 Allowed classes

Only Class 1, 2, and 3 electric assisted bicycles as defined in Section 74.01 are allowed to be operated on roads, streets, highways, sidewalks, and multiuse paths within the municipal limits of the Town of Huntersville.

Section 5. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Section 74.04 of the Town of Huntersville Code of Ordinances, Helmet, is hereby added as follows:

Section 74.04 Helmet

Any person under the age of 18 operating or riding as a passenger on an electric bicycle on any roads, streets, highways, sidewalks, and multiuse paths within the municipal limits of the Town of Huntersville shall wear a helmet that meets federal safety standards.

Section 6. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Section 74.05 of the Town of Huntersville Code of Ordinances, Penalties, is hereby added as follows:

Section 74.05 Penalties

A violation of Chapter 74 of this Title shall subject the violator to issuance of a citation in the amount of \$50.00 for each citation. A citation remaining unpaid to the Town of Huntersville after fifteen (15) days from the date of issuance shall subject the violator to a civil penalty, which may be recovered by the town in a civil action. A violation, which is a continuing violation, shall subject the violator to separate citations for each day the violation continues.

Section 7. Severability

If any section, phrase, sentence, or portion of this ordinance is held void, invalid, unconstitutional, or unenforceable for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 8. Effective Date.

This ordinance shall become effective upon the date of adoption.

Adopted this 15th day of September, 2026

ATTEST:

Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney